

CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
THREE-STORY COMMERCIAL STRUCTURE DEMOLITION
17-19 COMMERCE STREET
HARRINGTON, DE 19952

SEALED BIDS
BID NUMBER 17-0001PI

CITY OF HARRINGTON
106 DORMAN STREET
HARRINGTON, DE 19952

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THREE-STORY COMMERCIAL STRUCTURE DEMOLITION 17-19 COMMERCE STREET HARRINGTON, DE 19952

BID NUMBER 17-0001PI

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SECTION 1 – PROJECT SPECIFICATIONS

1.0 SCOPE OF SERVICES

The City is seeking a qualified and competent contractor to completely **demolish and remove** a three-story commercial structure and all ancillary structures, and all junk, debris, litter, and vegetative overgrowth located at **17-19 Commerce Street, Harrington, DE**. Per the International Property Maintenance Code, the City of Harrington has determined this property to be a dangerous dwelling and all structures must be taken down and completely removed. The following information should be of assistance in developing a bid. If you have any questions, please contact **John Long, Code Enforcement Officer, at (302) 398-4428 or Alan Moore, Public Works Director, at (302) 632-8826**.

1.1 DESCRIPTION OF WORK

- 1.1.1 Demolition work requires removal and disposal off-site of the brick commercial structure and all ancillary structures, including all items inside.

Note: There may be a large amount of unclaimed debris inside of the structure. All demolition costs must include the disposal of this material.

- 1.1.2 Building footing area is to be backfilled, compacted, graded and seeded.

- 1.1.3 Disconnect water, sewer, electric, and telephone services. An inspection of the capped sewer line must be made by City of Harrington Public Works prior to covering. Failure to have capped sewer line inspected will result in the Contractor digging the area back up to expose the capped sewer line. This will be at the Contractor's expense.

- 1.1.4 A demolition permit is to be obtained from the city. There will be no charge for the permit.

- 1.1.5 Any salvageable items of value left after the owner has removed what he/she wants in the building(s) shall then become the property of the Contractor.

Note: There may be a large amount of unclaimed debris inside of the structure. All demolition costs must include the disposal of this material.

- 1.1.6 Storage or sale on-site of removed salvageable items will not be permitted.

- 1.1.7 The use of explosives will not be permitted.

- 1.1.8 **All asbestos containing material has been removed from the structure(s) by a separate contract prior to the demolition of the structure(s).**

1.2 CONTRACTOR'S PLAN

The Contractor shall include with their bid a brief narrative description of how they plan to complete the project. The plan shall include the technique that will be used to demolish the buildings as well as the equipment that will be used to demolish the buildings and haul them away.

1.3 CONDITION OF STRUCTURES

The City assumes no responsibility for actual condition of structures to be demolished.

1.4 PROTECTION

- 1.4.1 The Contractor shall provide passageways around the areas of demolition to ensure safe passage of persons in the area.
- 1.4.2 No part of the buildings may be left in an unsafe condition. If any danger is imminent, the Contractor shall rope off or place barricades around the area.
- 1.4.3 The Contractor shall protect existing trees and vegetation adjacent to the demolition areas. With written permission of the City, some vegetation may be removed to facilitate demolition of the structure, if necessary.

1.5 DAMAGES

- 1.5.1 Should adjacent property be damaged in any manner, the Contractor shall stop work immediately and contact Alan Moore, Public Works Director, (302) 632-8826.
- 1.5.2 The Contractor shall promptly repair damages caused to adjacent facilities, property, streets, and sidewalks by demolition operations as directed by the City and at no cost to the City.

1.6 TRAFFIC

- 1.6.1 The Contractor shall conduct demolition operations and the removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
- 1.6.2 The Contractor shall not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction (DelDOT, Harrington Police Department). The Contractor shall provide alternate routes around closed or obstructed traffic ways, if required by governing regulations. City of Harrington Police Department

will assign an officer and provide traffic control assistance during the demolition process. City of Harrington Department of Public Works will also provide assistance as needed.

- 1.6.3 The Contractor shall maintain traffic in the project area to the satisfaction of the applicable local regulatory agencies, the local public agency, and the City. Unless otherwise specified within the Contract Documents, the Contractor must maintain pedestrian and vehicular traffic. It shall be the sole responsibility of the Contractor to keep the local regulatory agencies (including but not limited to, the Police and Fire Departments) notified at least seventy-two (72) hours in advance of changes in traffic patterns. The Contractor shall supply, install, maintain, adjust, move, relocate and store all signs, suitably lighted barricades, sidewalk sheds, traffic cones, warning lights, and traffic delineators, as necessary to carry out the traffic routing plan and maintain vehicular and pedestrian traffic, to keep people, animals, and vehicles from excavations, obstacles, etc.
- 1.6.4 Signs shall be adequate for the regulation, safety, and convenience of traffic and pedestrians. The Contractor may be required to employ traffic men and take other such reasonable means or precautions as required to prevent damage or injury to other property and to minimize inconvenience to the public from construction operations.
- 1.6.5 The Contractor shall observe and obey all local and state laws, ordinances, regulations, and permits in relation to the obstruction of a street, keeping passageways open and protecting pedestrians.
- 1.6.6 Suitably lighted barriers or barricades shall be furnished by the Contractor and put up and maintained at all times, during the night and daytime, around all open ditches, trenches, pedestrian walkways, excavations, or other work potentially dangerous to pedestrians. Such barricades shall be constructed of 2" x 8" rough lumber, securely supported and braced at least 3 feet high above the ground. Barricades shall be placed on all sides and throughout the entire length and of all open ditches, trenches, excavations, or other work, which must be barred to the general public. Barricades shall be properly painted to the satisfaction of the City in order to retain a high degree of visibility to vehicular and pedestrian traffic.
- 1.6.7 Should the Contractor or his employees neglect to set out and maintain barricades or lights, as required in these specifications, the City immediately and without notice, may furnish, install, and maintain barricades or lights. The cost thereof shall be borne by the Contractor and may be deducted from any amount due or to become due to the Contractor under this contract.
- 1.6.8 The Contractor will be held responsible for any damages that the local public agency, owner, their heirs or assigns may have to pay as consequence of the Contractor's failure to protect the public from injury, and the same may be deducted from any payments that are due, or may become due, to the Contractor under this contract.
- 1.6.9 Provide a traffic director and traffic men as required by the local regulatory agencies.

1.7 POLLUTION CONTROLS

- 1.7.1 Use of water sprinkling, temporary enclosures, and other suitable methods as necessary to limit the amount of dust and dirt rising and scattering in the air, to the lowest level of air pollution practical for the condition of work. Comply with the governing Clean Air regulations. Do not use water where it may create hazardous or objectionable conditions such as pollution, ice, or flooding.
- 1.7.2 Clean adjacent improvements including walks and streets of all dust, dirt and debris caused by demolition operations, as directed by governing authorities. Return adjacent areas to condition existing prior to the start of the work.

1.8 BUILDING DEMOLITION

- 1.8.1 Demolish the building(s) completely and remove all debris and rubble from the site. Use such methods as required to complete the work within the limitations of governing regulations.
- 1.8.2 Proceed with demolition in a systematic manner from the top of the structure to the ground. Complete demolition work above each floor or tier before disturbing any of the supporting members on the lower levels.
- 1.8.3 Demolish concrete and masonry in small sections.
- 1.8.4 Remove structural framing members and lower to ground, by means of hoists, derricks, or other suitable methods.
- 1.8.5 Locate demolition equipment throughout the structure and remove materials so as to not impose excessive loads to supporting walls, floors, or framing.
- 1.8.6 Demolish foundations and footings.
- 1.8.7 The use of swinging weight, clamshell bucket, power shovel, bulldozer, or other mechanical contrivance for the purpose of demolition shall be permitted.
- 1.8.8 Where a swinging weight or other mechanical contrivance is used, a protected zone of demolition at least one and one-half times the height of the structure or portion thereof being so demolished shall be maintained around the points of impact. The supporting cables shall be of such length or shall be so restrained that it is not possible for the weight to swing against any structure other than the structure being demolished.
- 1.8.9 Where a clamshell bucket is being used, a safety zone shall be maintained within 25 feet of the line of travel of the bucket.

- 1.8.10 No materials shall be dropped to any point lying outside the exterior walls of the structure unless the area is effectively protected.
- 1.8.11 Columns, beams, and other structural members which are being dismembered shall not be under any stress other than their own weight during removal and shall be chained or lashed in place to prevent any uncontrolled swinging or dropping. Large structural members shall not be thrown or dropped but shall be carefully lowered from the building.
- 1.8.12 All rubbish and debris shall be kept thoroughly wetted down to prevent dust and dirt from rising or spreading.
- 1.8.13 Burning on-site will not be permitted.
- 1.8.14 Blasting shall not be permitted on the project site.
- 1.8.15 Upon completion of all demolition work, the Contractor shall repair any streets, sidewalks, or other features scheduled to remain, that have been damaged due to this demolition, to a condition equal to or better than their preexisting conditions. Materials used for repair shall be of like kind and of the thickness, width, length, etc. as the original, except that asphalt may be used to replace concrete only if so ordered by the City and/or the local authorities.
- 1.8.16 The Contractor shall be responsible for the protection and preservation of all municipal and public utilities traversing the project site, the protection of manholes and manhole covers, value boxes, and other devices serving buildings in the area and shall pay all costs of repair in the event of damage caused by his work.
- 1.8.17 The Contractor shall not remove barricades until approval to do so is granted by the City.

1.9 FILL

Provide all fill necessary to bring the existing grades under the demolished building to be level with the adjacent present grades. Fill to be compacted in 6-12" lifts and left clean. Material shall be clean, well-graded sand and gravel, free of organic matter, rubble, frost, and all deleterious substance. Fill shall contain no rocks over 4" in the greatest dimension. Fill shall be compacted in lifts no greater than 12 inches per lift.

1.10 BUILDING PERMIT FEES

The Contractor is responsible to obtain demolition permits from the City, State, and DNREC. Please note that the cost shall be included in the not to exceed cost for demolition.

1.11 TIME PROVISIONS

1.11.1 The content of any bid submitted is to remain valid and available to the City for ninety (90) days from the day bids are due.

1.11.2 The Contractor shall begin work within fourteen (14) days after notice to proceed is received. The Contractor shall complete the work by March 31, 2017.

1.12 LIQUIDATED DAMAGES

Liquidated damages for late completion will be \$100.00 per day.

SECTION 2 – QUALIFICATIONS

2.0 QUALIFICATIONS OF CANDIDATES

The City may make such investigations as deemed necessary to determine the ability of the candidate to perform the work and the degree to which any candidate meets the Criteria for Award listed herein.

2.1 STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance on similar projects. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

- A. Number of years in business: _____
- B. Number of personnel employed:
- Part time _____
- Full time _____
- C. List three contracts of this type/size demolition your firm completed within the last three years:
1. Project: _____ Date: _____
- Contact Person: _____ Phone #: _____
2. Project: _____ Date: _____
- Contact Person: _____ Phone #: _____
3. Project: _____ Date: _____
- Contact Person: _____ Phone #: _____
- D. SUBCONTRACTORS: If subcontractors are to be used, please list company name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.
- Company Name: _____
- Address: _____
- Principal: _____ Phone #: _____
- Work to be performed: _____

Company Name: _____

Address: _____

Principal: _____ Phone #: _____

Work to be performed: _____

Company Name: _____

Address: _____

Principal: _____ Phone #: _____

Work to be performed: _____

Company Name: _____

Address: _____

Principal: _____ Phone #: _____

Work to be performed: _____

Additional information may be requested subsequent to your responding to this bid.

2.2 OBLIGATIONS OF THE CANDIDATE

At the time of the opening of bids, each candidate will be presumed to be thoroughly familiar with the specifications, the various sites, the City's requirements, and the objectives for each element of the project item or service.

2.3 CRITERIA FOR AWARD

This Request for bids does not necessarily contemplate an award based solely on price. Rather, the City reserves its rights to reject any or all bids or any portion thereof that it may determine to be the best value and overall contract.

2.4 ASSIGNMENT OF CONTRACT

The successful candidate agrees that he will not assign, transfer, or subcontract any portion of the award, unless indicated.

2.5 INDEMNIFICATION

The Contractor shall not assert any claim arising out of any act or omission by any agent, officer, or employee of the City in the execution or performance of this Contract against any such agent, officer, or employee.

The Contractor expressly agrees to at all times indemnify, defend and save harmless the City of Harrington and its respective officers, agents, and employees on account of any and all demands, claims, damages, losses, litigation, financial costs and expenses, including counsel's fees, and compensation arising out of personal injuries (including death), any damage to property, real or personal and any other loss, expense, or aggrievement directly or indirectly arising out of, related to or in connection with the Project and the work to be performed hereunder by the Contractor, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings, and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Contract and shall not be limited by reason of any insurance coverage.

2.6 INSURANCE COVERAGE

The Contractor shall submit a certificate of insurance coverage which identifies the limits of specific coverage for the business.

SECTION 3 – SEALED BIDS

3.0 BID FORM

The Contractor shall provide a bid on the form provided in the contract documents and specifications. All entries must be typed or made in ink. The Contractor shall submit two (2) complete bid forms with original signatures. All copies of any bids submitted in response to this request shall be considered the property of the City of Harrington and shall not be returned to the bidder.

3.1 SUBMISSION OF SEALED BIDS

3.1.1 The Contractor shall submit bids in a sealed envelope labeled as follows:

**“BID FOR FISCAL YEAR 2017 DEMOLITION AND REMOVAL OF A THREE
STORY COMMERCIAL STRUCTURE LOCATED AT 17-19 COMMERCE
STREET, HARRINGTON, DELAWARE
BID NUMBER 17-0001PI”**

3.1.2 Sealed envelopes containing bids can be hand-delivered, mailed using the U.S. Postal Service, or sent via an overnight delivery service (e.g. FEDEX, UPS) to:

City of Harrington
106 Dorman Street
Harrington, DE 19952

3.1.3 Sealed bids are due by 3 pm (local time) on January 4, 2017. Any bids received after this date and time will not be considered.

3.1.4 No facsimile bids will be accepted.

3.1.5 The Contractor is responsible for verifying that their bid has been received prior to the bid due date and time.

3.2 SEALED BID OPENING

3.2.1 Bids will be publically opened and read at 3 pm (local time) on January 4, 2017 at Harrington City Hall, 106 Dorman Street, Harrington, DE 19952.

3.2.2 The bids, summaries, and tabulations shall not be open for public inspection until after receipt of a fully executed contract.

3.3 CONTRACT AWARD

- 3.3.1 The contract shall be awarded within ninety (90) days of the bid opening date to the bidder who is determined in writing to be most advantageous to the City. All prices must be held firm for a minimum of ninety (90) days from the bid opening date.
- 3.3.2 The Contractor shall begin the work within fourteen (14) calendar days from the date of a Notice to Proceed and shall perform all site work within the time frame as specified. The Contractor shall complete the work by March 31, 2017.

**CITY OF HARRINGTON
BID NUMBER 17-0001PI**

SIGNATURE SHEET

This certifies that the undersigned has examined the location of:

THREE-STORY COMMERCIAL STRUCTURE
17-19 COMMERCE STREET
HARRINGTON, DE 19952

and hereby declares that he/she has or they have carefully examined the specifications and project site and has satisfied himself/herself as to all the quantities and conditions and understands that in signing this bid he/she waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that they will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

NOTE: Unit prices for all items, all extensions, and total amount of bid, shall be shown, and be written in ink or typed. Show unit prices in figures only. Figures written to the right of the dot (decimal) in the dollars column shall be considered as cents.

The bidder is hereby advised that by signature of this bid he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

Receipt is hereby acknowledged of addendum(s) number(s) _____, _____, _____, and _____.

SIGNATURE OF AUTHORIZED OFFICIAL(S)

Signed: _____ Signed: _____

Name and Title

Name and Title

Company Name: _____

Address: _____

Contact: _____ Phone #: _____

Email: _____ Fax #: _____

BID SHEET

**THREE-STORY COMMERCIAL STRUCTURE DEMOLITION
17-19 COMMERCE STREET
HARRINGTON, DE 19952**

BID NUMBER 17-0001PI

THE CITY OF HARRINGTON RESERVES THE RIGHT TO AWARD THIS CONTRACT
BASED ON WHICH BID IS MOST ADVANTAGEOUS TO THE CITY.

ITEM NO.	DESCRIPTION	QTY	UNIT	DOLLAR AMOUNT	
1.	LUMP SUM BID FOR COMPLETE DEMOLITION AND REMOVAL OF THE THREE-STORY COMMERCIAL STRUCTURE AND ALL ANCILLARY STRUCTURES LOCATED AT 17-19 COMMERCE STREET, HARRINGTON, DE 19952	1	LS	\$	

**THE CONTRACTOR SHALL BEGIN WORK WITHIN FOURTEEN (14) DAYS AFTER
NOTICE TO PROCEED IS RECEIVED AND COMPLETE WORK BY MARCH 31, 2017.**

BIDDER'S CHECK LIST

The bidder's attention is especially called to the following forms, which must be executed, as required, and submitted on the form from the City and bound in the Contract Documents:

A. SIGNATURE SHEET

To be filled in and signed by the bidder and returned with the Bid.

B. BID SHEET

The unit prices, extensions, and total amounts bid must be shown in the spaces provided and returned with the bid.

C. CONTRACTOR'S PLAN (not a form)

As stated on Page 1, subsection 1.2, the Contractor shall include with their Bid, a brief description of how they plan to complete the project. The plan shall include the technique that will be used to demolish the building, as well as the equipment that will be used to demolish the building and haul it away.

D. STATEMENT OF QUALIFICATIONS

To be filled in and returned with the Bid.

E. PROOF OF INSURANCE COVERAGE

The Contractor shall submit a certificate of insurance coverage which identifies the limits of specific coverage for the business.